

1 THOMAS. R WALSH (OREGON BAR NO. 181628)
2 EMAIL: WALSH@MARITIME.LAW
INTERNATIONAL MARITIME GROUP, PLLC
3 800 FIFTH AVENUE; SUITE 4100 | SEATTLE, WA 98104
(OFFICE) 503.806.1750 | (FAX) 206.707.8338
WALSH@MARITIME.LAW

4 KEVIN BEAUCHAMP SMITH, *PRO HAC VICE*
5 ATTORNEY AT LAW
WA BAR NO. 21156
6 EMAIL: KBEAUS@IX.NETCOM.COM
2442 NW MARKET STREET, PMB #10
7 SEATTLE, WA 98107-4137
ATTORNEYS FOR PLAINTIFF

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11 **UNITED STATES DISTRICT COURT**

12 **DISTRICT OF OREGON**

13 **PORTLAND DIVISION**

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15 BRUCE F. LOTHROP, an individual resident
of Washington State

Case No. : 3:20-cv-00260-HZ

16 Plaintiff,

17 v.

18 MACGREGOR WALKER, an individual
resident of Oregon State

19 Defendant.

**PLAINTIFF'S ANSWER TO
DEFENDANT'S COUNTERCLAIMS**

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21 Plaintiff Bruce F. Lothrop answers Defendant's Counterclaims and asserts affirmative
22 defenses as follows:

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ANSWER TO COUNTERCLAIMS
BRUCE F. LATHROP V. MACGREGOR WALKER
Case No: 3:20-cv-00260-HZ

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ANSWER TO FIRST COUNTERCLAIM

1. In response to the allegations in Defendant/Counterclaimant's paragraph 39, Plaintiff/Counter-defendant (hereinafter "Lothrop") admits he signed a written agreement drafted by Defendant MacGregor Walker (hereinafter "Walker") agreeing to allow Mr. Walker to reside at certain real property owned by Plaintiff Bruce Lothrop in exchange for improvements to be performed by Mr. Walker upon the premises.

2. In response to the allegations in Defendant/Counterclaimant's paragraph 40, Lothrop specifically denies Walker's interpretation of the "Lease" Walker drafted and denies paragraph 40 herein in general. Lothrop denies ever having any intent to enter into a partnership with Walker. The parties' relationship did not comport with the requirements for a partnership under Oregon law.

3. In response to the allegations in Defendant/Counterclaimant's paragraph 41, Lothrop denies that he entered into an oral agreement at any time to sell any property to Walker for \$100,000 or any other amount.

4. In response to the allegations in Defendant/Counterclaimant's paragraph 42, Lothrop admits that Walker and his domestic partner moved into the house owned by Lothrop located in Josephine County Oregon and that Walker installed gutters at the house, installed a sink and countertop in the house's garage, and painted interior rooms. Walker denies that Walker provided materials or service to improve any of the other properties on the other tax lots alleged in Walker's Counterclaim.

5. In response to the allegations in Defendant/Counterclaimant's paragraph 43, Lothrop denies the allegations in their entirety.

6. In response to the allegations in Defendant/Counterclaimant's paragraph 44, Lothrop denies the allegations in their entirety.

7. In response to the allegations in Defendant/Counterclaimant's paragraph 45, Lothrop denies the allegations in their entirety.

8. In response to the allegations in Defendant/Counterclaimant's paragraph 46, Lothrop denies the allegations in their entirety.

9. In response to the allegations in Defendant/Counterclaimant's paragraph 47, Lothrop denies the allegations in their entirety.

10. In response to the allegations in Defendant/Counterclaimant's paragraph 48, Walker received the benefit of residing in a fully functional home in a desirable rural area of Oregon in exchange for installing gutters, a sink and countertop, and interior paint the sum value of which did not equal the average rental rate for similar property in the area. All else is denied.

11. In response to the allegations in Defendant/Counterclaimant's paragraph 49, the allegations are denied in their entirety.

12. In response to the allegations in Defendant/Counterclaimant's paragraph 50, the allegations are denied in their entirety.

13. Each of the Defendant's allegations in its Counterclaims, not specifically admitted, are denied.

AFFIRMATIVE DEFENSES

14. Failure of / Inadequate Consideration.

15. Waiver.

16. Ambiguous lease terms drafted by Walker.

17. Statute of Frauds.

18. Misrepresentation.

19. Failure to state a claim for which relief can be granted.

20. Estoppel.

21. Destruction of Lothrop's personal property by Walker.

22. Accord and Satisfaction.

23. Lothrop reserves the right to amend his Answer and allege additional affirmative defenses or counterclaims

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and Counter Defendant Bruce Lothrop respectfully requests the Court for the following relief:

1. An order awarding damages to Plaintiff for Walker's breach of the Fishing Permit sale agreement.

2. An order of injunction against Walker's further use of the Fishing Permit absent payment to Plaintiff

3 An order dismissing Defendant Walker's Counterclaims with prejudice

4 An order awarding Plaintiff its reasonable attorneys' fees and costs, and

5. For such other relief that the Court deems just, equitable and proper.

DATED this 1st, day of September, 2020.

INTERNATIONAL MARITIME GROUP, PLLC

By: /s/ Thomas R. Walsh

THOMAS R. WALSH, (OREGON BAR NO. 181628)

PHONE: (503) 806-1750 | FAX: (206) 707-8338

WALSH@MARITIME.LAW

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1 KEVIN BEAUCHAMP SMITH, ATTORNEY AT LAW
2
3

4 By: /s/ Kevin Beauchamp Smith
5 KEVIN BEAUCHAMP SMITH, (*PRO HAC VICE*)
6 WASHINGTON BAR ASSOC. NO. 21156
7 PHONE: (206) 781-1657 | FAX: (888)435-0145
8 KBEAUS@IX.NETCOM.COM
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CERTIFICATE OF SERVICE

I certify that on September 1, 2020, I electronically filed the foregoing documents with the Court's CM/ECF system which electronically sends notification to the following parties:

Sandra S. Gustitus, OSB No. 143298
Bradley T. Crittenden, OSB No. 173274
510 SW Fifth Avenue, 4th Floor
Portland, OR 97204
Phone: (503) 221-7958
Fax: (503) 221-2182
Email: sgustitus@chenowethlaw.com
bcrittenden@chenowethlaw.com
Attorneys for Defendant MacGregor Walker

INTERNATIONAL MARITIME GROUP, PLLC

By: /s/ Thomas R. Walsh
THOMAS R. WALSH, (OREGON BAR NO. 181628)
ATTORNEY FOR PLAINTIFF
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